

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
DUANE C. MUSFELT, SB# 72058

2 E-Mail: musfelt@lbbslaw.com

3 **MARK KOOP, SB# 124614**

E-mail: koop@lbbslaw.com

4 One Sansome Street, Suite 1400

San Francisco, California 94104

5 Telephone: (415) 362-2580

Facsimile: (415) 434-0882

6 Attorneys for Defendant

**ZURICH AMERICAN INSURANCE COMPANY**

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 **PROGRESSIVE CASUALTY INSURANCE**  
**COMPANY,**

11 Plaintiff,

12 v.

13 **ZURICH-AMERICAN INSURANCE**  
14 **COMPANY, HARJIT SINGH dba HARRY**  
15 **BROTHERS TRUCKING, RELIABLE**  
**TRUCKING, INC., DENNIS MATEO and**  
16 **JoANN MATEO,**

17 Defendants.

CASE NO. C 06 1930 JCS

Action Filed: March 14, 2006

**THIRD JOINT STIPULATION**  
**EXTENDING DEFENDANTS' TIME TO**  
**RESPOND TO COMPLAINT**

(Civil L.R. 6-1(a))

18 Plaintiff PROGRESSIVE CASUALTY INSURANCE COMPANY ("Progressive  
19 Casualty"), by and through its counsel of record, Richard W. Osman of Bertrand, Fox & Elliot,  
20 P.C., Defendant ZURICH AMERICAN INSURANCE COMPANY ("Zurich American"), by and  
21 through its counsel of record, Mark Koop of Lewis Brisbois Bisgaard & Smith LLP, and  
22 Defendant RELIABLE TRUCKING, INC. ("Reliable"), by and through its counsel of record  
23 David S. Henningsen of Robinson & Wood, Inc., hereby agree and stipulate to the following:

24 Plaintiff filed its complaint for declaratory relief on March 14, 2006. Defendant Zurich  
25 American was served on April 21, 2006. Defendant Reliable was served on April 20, 2006.

26 The parties, acting by and through their respective counsel, first stipulated that Defendant  
27 Zurich American's time to respond to Plaintiff Progressive Casualty's complaint would be  
28

1 extended to May 25, 2006, and that Defendant Reliable's time to respond to the complaint would  
2 be extended to May 24, 2006.

3 The parties, acting by and through their respective counsel, subsequently stipulated, for a  
4 second time, that both defendants' time to respond to the complaint would be further extended to  
5 June 15, 2006.

6 The present action arises out of a coverage dispute that arose in Alameda County Superior  
7 Court Case No. RG04183951, entitled *Dennis Mateo et al. v. Harjit Singh et al.* That matter was  
8 recently settled and the coverage dispute between Progressive Casualty and Zurich American has  
9 also recently been settled. The latter settlement is contingent upon dismissal of *Mateo v. Singh*.  
10 However, settlement of *Mateo v. Singh* has been only partially funded as of the execution of this  
11 stipulation, and *Mateo v. Singh* has not yet been dismissed. Nevertheless, the parties believe that  
12 funding of that settlement will be concluded in the near future, and it remains Progressive  
13 Casualty's intention to voluntarily dismiss the present action pursuant to Federal Rule of Civil  
14 Procedure 41 upon dismissal of *Mateo v. Singh*.

15 In order to permit time for that settlement to be funded, for the settlement papers to be  
16 executed, and for *Mateo v. Singh* to be dismissed, so that the present action may then be dismissed,  
17 the parties hereby stipulate, for a third time, that defendants will file and serve their responsive  
18 pleadings by June 23, 2006. This third stipulation will not alter the date of any event or any  
19 deadline already fixed by Court Order. The first such deadline in this matter is June 30, 2006, by  
20 which date, if this matter has not by then been dismissed, the parties must participate in an Early  
21 Party Conference (Fed. R. Civ. P. 26(f)), preceding the Initial Case Management Conference,  
22 scheduled for July 21, 2006.

23 IT IS SO STIPULATED.

24 DATED: June 14, 2006

BERTRAND, FOX & ELLIOT P.C.

26 By

27 Richard W. Osman  
28 Attorneys for Plaintiff  
PROGRESSIVE CASUALTY INSURANCE COMPANY

1  
2  
3 DATED: June 15, 2006

LEWIS BRISBOIS BISGAARD & SMITH LLP


4  
5  
6 By

  
Mark Koop  
Attorneys for Defendant  
ZURICH AMERICAN INSURANCE COMPANY

7  
8  
9 DATED: June 15, 2006

ROBINSON & WOOD, Inc.

10  
11  
12 By

  
David S. Henningsen  
Attorneys for Defendant  
RELIABLE TRUCKING, INC.

13  
14  
15  
16 Dated: June 16, 2006

